IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.270 OF 2005
IN
SUMMARY SUIT NO.3374 OF 2001

M/s.Union Chemical Agency ....Plaintiff
V/s.
M/s.Multibiz (India) Corporation & Ors. ....Defendants

Mr.Y.C. Dhebar for the Plaintiff.
Mr.Clive D'Souza for Defendant Nos.1 to 3.

CORAM : S.J. VAZIFDAR, J.
DATED : 22ND NOVEMBER, 2005.

P.C. :

1. The suit is filed to recover the price of the goods sold and delivered by the Plaintiff to the Defendant. Admittedly the goods were sold pursuant to the purchase order and on the terms and conditions contained in the suit invoice.

2. Admittedly the goods were received and the Defendants signed the delivery challan acknowledging the same. The delivery challan expressly states that the goods must be examined immediately on receipt and must be returned in the same condition, if not approved. Admittedly again, the goods were retained by the Defendants. Finally, it is admitted that the

amount claimed in the suit is balance outstanding towards the said invoice. The only defence is that the Defendant's purchaser in Tanzania objected regarding the quality of the goods. Reliance is placed on Exhibit-1 of the affidavit in reply, which is a letter of the Defendants purchaser in Tanzania. The complaint of the Defendants' purchaser is that the goods were not of the standard quality they normally received from the Defendant.

3. The letter firstly does not indicate that the goods did not conform to the quality agreed to between the Plaintiff and the Defendants. It is not even the Defendants' case that the supply was not as per the contracted quality. It is only because the Defendants' purchaser have raised the complaint that the Defendants have refused to make payment of the balance price. Thus there is no defence to the suit.

4. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed with costs.

. Refund as per rules.